

1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY)
INTERNATIONAL, a California)
13 not-for-profit religious)
corporation;)

14 Plaintiff,)

15 vs.)

16 GERALD ARMSTRONG; DOES 1)
17 through 25, inclusive,)

18 Defendants.)
19
20
21
22
23
24
25
26
27
28

Case No. 152229

DECLARATION OF ANDREW
H. WILSON IN SUPPORT
OF PLAINTIFF'S EX PARTE
APPLICATION FOR ENTRY OF
A TEMPORARY RESTRAINING
ORDER

RECEIVED

MAR 3 1992

HUB LAW OFFICES

WILSON, RYAN & CAMPILONGO
235 Montgomery Street, Suite 450
San Francisco, California 94104

DECLARATION OF ANDREW H. WILSON

ANDREW H. WILSON deposes and says:

1. My name is Andrew H. Wilson and I am one of the attorneys responsible for the representation of the Plaintiff in this action. I have personal knowledge of the facts set forth in this Declaration and could competently testify thereto if called as a witness.

2. The object of this action is to enforce, and recover for the breach of, the provisions of a settlement agreement ("the Agreement") entered into between Plaintiff and Defendant on December 6, 1986. That Agreement provided for mutual release of various claims between Plaintiff and Defendant, the payment of an unspecified sum to Defendant, and contained various promises on the part of the Defendant. The most important of these promises were: (1) that the Agreement would be confidential and its contents would not be disclosed; (2) that the Defendant would not assist persons engaged in litigation adverse to Plaintiff and would, himself, not attack Plaintiff or related individuals and entities; that the Defendant would not participate voluntarily in proceedings against Plaintiff unless compelled to do so by lawful subpoena or the process; and (3) that Defendant would maintain strict confidentiality and silence with respect to his experiences with Plaintiff and with respect to any knowledge or information he might have concerning the founder of the Scientology religion, L. Ron Hubbard.

3. Despite these promises, Defendant breached the confidentiality provisions of the Agreement on at least three separate occasions by providing it to counsel representing the parties involved in lawsuits against the Plaintiff: First, on March 19, 1990, the Agreement was attached as Exhibit D to a motion filed

1 against Plaintiff herein in Corydon v. The Church of Scientology
2 International, Inc., et al., LASC No. 694401 (Exhibit C, Motion
3 only); second, on September 3, 1991, the Agreement was attached as
4 Exhibit A to a declaration of the Defendant Gerald Armstrong in
5 Aznaran v. Church of Scientology of California, et al., United
6 States District Court for the Central District of California, No. CV
7 088-1786-JMI (Exhibit D, Declaration only); third, on July 19, 1991
8 the Agreement was filed as Exhibit 1 to a declaration of Gerald
9 Armstrong dated July 16, 1991, filed in Religious Technology Center,
10 et al. v. Joseph Yanny, LASC No. DC 033035.

11 4. In addition, Armstrong has been involved in numerous other
12 breaches of the Agreement, including aiding persons engaged in
13 litigation against Plaintiff, publicizing his experiences with
14 Plaintiff and his alleged knowledge of L. Ron Hubbard, and engaging
15 in other activities which are in breach of the Agreement. These
16 activities are the subject of a Motion for Preliminary Injunction to
17 be filed concurrently with the filing of the Complaint. A copy of
18 the Complaint to be filed in this action and the various pleadings
19 and papers filed in support of the Motion for Preliminary Injunction
20 present in greater detail the facts and legal authority for the
21 entry of an order of preliminary injunction. These are submitted
22 concurrently herewith for the convenience of the Court in
23 considering the instant application, which should be granted for the
24 same reasons set forth in those pleadings and papers.

25 5. Defendant's breaches of the Settlement Agreement are
26 continuing. With each continuing breach, more damages accrue. In
27 addition, because of the nature of the breaches, it is highly likely
28 that not all of them will be discovered. Even if the breaches are

1 discovered, it is unlikely that the damages which flow from those
2 breaches can be assessed with any degree of accuracy. For this
3 reason, an expeditious hearing of Plaintiff's Motion for Preliminary
4 Injunction is necessary.

5 6. The Motion for Preliminary Injunction was served on
6 defendant, Gerald Armstrong, and his attorney, Ford Greene, on
7 February 4, 1992. On February 2, Mr. Greene was given copies of the
8 motion papers, all of which were in final form except the "separate
9 evidence document" required by the Marin County local rules. The
10 case was assigned for hearing to the Honorable William Stephens, who
11 set the hearing on plaintiff's motion for Friday, March 6, 1992.

12 7. On February 28, 1992, Mr. Greene appeared before Judge
13 Stephens on an ex parte application for a continuance of the hearing
14 on the preliminary injunction motion. Judge Stephens denied the
15 application, stating that he would grant Mr. Greene a continuance if
16 Mr. Greene would agree to the entry of a temporary restraining order
17 in the interim period. Mr. Greene refused to so stipulate.

18 8. On February 27, 1992, Mr. Greene apparently filed a pre-
19 emptory challenge under CCP §170.6 to Judge Stephens, and again
20 sought a continuance of the preliminary injunction hearing. I was
21 informed of this at the February 28 hearing. Although Mr. Greene
22 stated at that hearing that he had served the written challenge by
23 mail, I have yet to receive it. In light of the challenge, Judge
24 Stephens ordered the case to be sent to the Honorable Michael B.
25 Dufficy, and declined to hear the application for a continuance.

26 9. On March 2, 1992, I was informed by counsel for non-party
27 Joseph A. Yanny that Judge Dufficy will be out of town on March 6,
28 and for the entire week following of March 8th. I contacted the

1 Court's clerk, and asked if the Court would permit me to bring an ex
2 parte application to re-set the hearing on the Motion to March 5,
3 1992. The clerk informed me that the Court intended to issue a
4 tentative ruling on the Motion on March 5, 1992, and to set oral
5 argument, if such was properly requested by either party, for March
6 16, 1992 or later.

7 10. On Tuesday, March 3, 1992 at approximately 9:30 a.m., I
8 telephoned counsel for Defendant, Ford Greene, to inform him that I
9 would be making the instant application. Attached hereto as Exhibit
10 A is a copy of the letter I sent to Mr. Greene via telecopier
11 confirming that telephone call.

12 I declare under penalty of perjury that the foregoing is true
13 and correct and that this Declaration was executed on March 3, 1992
14 at San Francisco, California.

15
16 
17 _____
18 ANDREW H. WILSON
19
20
21
22
23
24
25
26
27
28

WILSON, RYAN & CAMPILONGO

ANDREW H. WILSON
STEPHEN C. RYAN*
JEANNETTE D. LEJARDI
STUART A. KNOWLES
ANNE R. WOODS
LINDA M. FONG
SHAUNA T. RAJKOWSKI

A PROFESSIONAL LAW CORPORATION
235 MONTGOMERY STREET, SUITE 450
SAN FRANCISCO, CALIFORNIA 94104
(415) 391-3900
TELECOPY (415) 954-0938

OF COUNSEL
LISA F. CAMPILONGO
EDWARD L. BLUM

*CERTIFIED TAXATION SPECIALIST
CALIFORNIA BOARD OF LEGAL SPECIALIZATION

CHRON

March 3, 1992

FAXED
9:45
AM

Via Telecopier #415-456-5318

Ford Greene, Esq.
711 Sir Frances Drake Boulevard
San Anselmo, CA 94960-1949

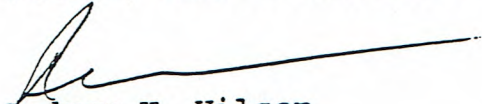
Re: Church of Scientology v. Armstrong
Our File No. SCI02-003

Dear Mr. Greene:

I telephoned your office at 9:26 this morning. The phone was answered by an answering machine. I left a message informing you that we would be making an ex parte application for a Temporary Restraining Order before Judge Dufficy this afternoon at 1:30 p.m. Our specific request will be that, in the event Judge Dufficy is inclined, after reviewing the various pleadings and papers on file, to grant our Motion for a Preliminary Injunction, a Temporary Restraining Order be entered pending oral argument on the matter, which we understand will not be until March 16, 1992 or later.

Very truly yours,

WILSON, RYAN & CAMPILONGO


Andrew H. Wilson

AHW-0287.LTR:pan

EXHIBIT A